

**BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

DOCKET NO. 2020-_____-E

IN RE: Catalina Solar, LLC,)	
)	
Petitioner,)	MOTION
)	TO MAINTAIN STATUS QUO
Dominion Energy South Carolina,)	
Inc.,)	
Respondent.)	

INTRODUCTION

Catalina Solar, LLC (hereinafter as, the “Project”, “Movant”, or “Petitioner”) hereby moves the Public Service Commission of South Carolina (“Commission”), to maintain the status quo between Movant and Respondent, Dominion Energy South Carolina, Inc., (hereinafter as, “DESC” or “Respondent”), inclusive as of the date of this filing and before, going forward and relating back to the date of the filing of the Petition in this matter. Namely, that as of the date of this filing, the Project is not required to execute the tendered IA on May 26, 2020, because Respondent DESC is refusing to comply with the provision of the South Carolina Generator Interconnection Procedures for State Jurisdictional Interconnection (“SCGIP”), as to the use of a Surety Bond for a Milestone payment(s). The Petitioner’s Motion follows.

MOTION TO MAINTAIN STATUS QUO

Movant moves this Commission to maintain the status quo, between the Movant and Respondent, inclusive as of the date of this filing and before, going forward and relating back to the date of the filing of the Petition in this matter. The Movant has, *inter alia*, (i) been tendered an Interconnection Agreement (“IA”) which requires the Project to execute an Interconnection Agreement on May 26, 2020 and tender an initial milestone payment of \$50,000 and a Letter of Credit for the amount of \$2,757,000 to DESC on July 29, 2020.¹ and (ii) Because DESC will not permit the Project to utilize a Surety Bond for

¹ The draft Interconnection Milestones originally tendered to Petitioner prior to the Construction Planning Meeting held on April 20, 2020 required the Project to tender a Milestone payment of \$1,378,500 to DESC on July 29, 2020. DESC subsequently modified the Interconnection Milestone Schedule in the delivered executable Interconnection Agreement on May 11, 2020 that included the Letter of Credit requirement referenced herein.

provision of Financial Security, consistent with the SCGIP, the Project will be unable to execute the IA without the availability of a Surety Bond for such requirement.

Movant files this Motion to preserve the Movant's rights under the stated items herein and the Reservation of Rights herein and Movant's rights in general.

The grounds for this Motion are (i) the Project has been tendered an IA, which the Respondent DESC interprets in a manner inconsistent with the SCGIP, as is set forth in the Petition and (ii) the Respondent DESC's position is that DESC is unable to assist the Project. It would be improper and unjust for Movant to lose Contract rights or its queue position, because Respondent DESC is failing to apply the SCGIP in an appropriate manner.

Particulars of Request to Maintain Status Quo.

Because Respondent, DESC is unable to assist the Project with its concerns, as is set forth in more detail in the Petition, this Motion and the Project's contemporaneous Petition to this Commission is timely and appropriate.

Reservation of Rights.

The Project expressly reserves all of its rights, as of the date of this filing and before, and going forward in general and specifically as to the IA tendered by Respondent DESC to the Project with a required execution date of May 26, 2020.

Respondent, DESC.

DESC is named as a Respondent, because it will be affected by future Orders of this Commission in this matter, but the relief sought is expressly sought from this Commission and not DESC, because of DESC's position that it cannot allow the type of relief sought by the Project.

WHEREFORE, the Movant, based on the foregoing, moves to maintain the status quo, between the Movant and Respondent, inclusive as of the date of this filing and before, going forward and relating back to the date of the filing of the Petition in this matter. The above-referenced Movant respectfully requests that the relief sought in this Motion be granted; and

FOR SUCH OTHER AND FURTHER RELIEF AS THIS COMMISSION MAY DEEM JUST AND PROPER.

This 22nd day of May, 2020

Respectfully Submitted,

/s/Richard L. Whitt,

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